

BILL NO. S-77-09-26

SPECIAL ORDINANCE NO. S-210-77

AN ORDINANCE approving a contract with T - G Excavating, Inc. for construction of E. State-Maysville-Long Road Water Main Extension - Sec. II, Contract No. 77-XP-2.

BE IT ORDAINED BY THE COMMON COUÑCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract between the City of Fort Wayne, by and through its Mayor and the Board of Public Works, and T - G Excavating, Inc. for:

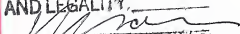
Construction of 1350± ft. of 16" and 1000± ft. of 12" water main on Maysville Road from Goeglien Road to Long Road, and on Long Road from Maysville Road to Newfield Drive,

for a total cost of \$58,521.50, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY


CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by
Hugo, and duly adopted, read the second time by title and referred to the
Committee on Public Works (and the City Plan Commission for
recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers,
City-County Building, Fort Wayne, Indiana, on _____, the _____ day
of _____, 1977, at _____ o'clock _____ M., E.S.T.

DATE: 9-27-77

Charles W. Witterman
CITY CLERK

Read the third time in full and on motion by Moses,
seconded by Hugo, and duly adopted, placed on its passage.
PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 10-11-77

Charles W. Witterman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE
(RESOLUTION) No. 8310-77 on the 11th day of October, 1977.

ATTEST: (SEAL)

Charles W. Witterman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th
day of October, 1977, at the hour of 12:30 o'clock P.M., E.S.T.

Charles W. Witterman
CITY CLERK

Approved and signed by me this 13th day of October, 1977,
at the hour of 11:00 o'clock _____ M., E.S.T.

Rabul E. Amshong
MAYOR

Bill No. S-77-09-26

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance
approving a contract with T & G Excavating, Inc. for construction of
E. State-Maysville Long Road Water Main Extension - Sec. 11, Contract
No. 77-XP-2

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

WINFIELD C. NOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL H. BURNS

SAMUEL TALARICO

William T. Schmidt
Donald J. Schmidt
Vivian G. Schmidt
Paul H. Burns
Samuel J. Talarico

DATE 10-11-77 CONCURSED IN
CHARLES W. WESTERMAN, CITY CLERK

AGREEMENT

FOR CONSTRUCTION OF E. STATE-MAYSVILLE- LONG ROAD WATER MAIN EXTENSION - SEC. II

BOARD ORDER NO. 153-77

CONTRACT NO. 77-XP-2

WORK ORDER NO. 63379

THIS AGREEMENT, made into this ____ day of _____, 1977, by and between T - G EXCAVATING, INC., herein called the Contractor, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, herein called Owner,

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., for excavation, laying and connecting of pipe and fittings, hauling of spoil, backfilling trench to specifications, and restoring work area at the following described location:

1350± ft. of 16" and 1000± ft. of 12" water main on Maysville Road from Goeglien Road to Long Road, and on Long Road from Maysville Road to Newfield Drive.

All according to Fort Wayne Water Utility Drawing Y-10517, sheets 1 and 7 thru 11, and do everything required by the contract documents and this Agreement.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the contract, the unit price sum of \$58,521.50. In event the amount of work is increased or decreased by the Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by the Utility upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by the Utility to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspections. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works who shall issue a final certificate stating that the work provided for in this contract has been completed and is accepted, and the entire balance of the contract sum shall be due and payable to the Contractor.

At the time said payment is due and payable, the Contractor shall furnish the Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

ARTICLE 5. GUARANTEE OF WORKMANSHIP

At the time the Completion Affidavit is filed, the Contractor shall furnish a one (1) year Guaranty Bond in favor of the City of Fort Wayne and in the amount of twenty-five (25%) percent of the total value of the final invoice.

ARTICLE 6. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Contractor's Proposal, and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents:

- A. Instructions to Bidders for Contract No. 77-XP-2
- B. Contractor's Proposal dated Sept. 6, 1977
- C. Supplemental Specifications for E.STATE-MAYSVILLE-LONG RD. WATER MAIN EXTENSION, SEC. II, and Detailed Specifications and Conditions for the installation of Transmission and Distribution Mains, Contract #77-XP-2, and Fort Wayne Water Utility, Engineering Department Drawing No. Y-10517 Sheets 1 and 7 thru 11.
- D. Water Main Material Standards of the Fort Wayne Water Utility, Engineering Department, dated March 22, 1976, except as modified in the Supplemental Specifications.

ARTICLE 7. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 8. INDEMNITY

Contractor shall indemnify the Owner against any claim or loss incurred or arising out of the performance of the work as provided herein.

ARTICLE 9. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by its Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

T - G EXCAVATING, INC.

BY: Tom Stockamp, Pres.
Tom Stockamp, President

CITY OF FORT WAYNE, INDIANA

ATTEST:

BY: _____
Robert E. Armstrong, its Mayor

BOARD OF PUBLIC WORKS:

APPROVED AS TO FORM & LEGALITY:

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G. Scott, Member

Approved by the Common Council of the City of Ft. Wayne on _____ day of _____, 1977.

Special Ordinance No. _____

CITY OF FORT WAYNE, INDIANA

IMPROVEMENT TO FORT WAYNE WATER UTILITY

PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we T-G Excavating, Inc.
(Contractor or Developer) as Principal, and the Fidelity and Deposit Company of Maryland
(Insurance Company), a corporation organized under the laws of the State of
Maryland (1890) (State and Date), and duly authorized to transact
business in the State of Indiana, as Surety, are held firmly bound unto the City
of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of \$58,521.50,
(value of work) for the payment whereof well and truly to be made, the Principal
and the Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by those present. The condition of
the foregoing obligation is such that

WHEREAS, the Principal has entered into contractor with the City or has applied for
authority to to construct or cause to be constructed, a water main to become part
of the City's water distribution system, which said water main is to be built and
constructed according to plans and specifications prepared by or approved by City
and known as the E. State - Maysville Road - Long Road water main extension
(Name of Project) and,

WHEREAS, the grant of authority by City to so construct such water main provides:

1. That said water main shall be completed according to said plans and specifications, and there shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit.
2. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice, and,
3. To agree to maintain said water main for a period of one (1) year following written acceptance by the City of said water main, and,

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no
change, extension of time, alteration, or addition to the terms of the contract or
to the work to be performed thereunder, or the specifications accompanying the same,
shall in any way affect its obligation on this bond, and it does hereby waive
notice of any such change, extension of time, alteration or addition to the terms
of the contract, or to the work or to the specifications, and

WHEREAS, no change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any way affect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana, of 1933, shall be, operate as, and become a part of the terms of this bond and said contract the same as if incorporated herein.

NOW, THEREFORE, if the principal shall perform all of the terms and conditions required of it by the consent to cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

T-G Excavating, Inc.

(Contractor or Developer)

BY:

Thomas M. Stockamp, Jr.
(Principal)

Fidelity and Deposit Company of Maryland
(Insurance Company)

BY:

Quinn E. Lusk
Surety Attorney-in-Fact

C

STATE OF INDIANA:
SS:
COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said State, came

Thomas M. Stockamp

as principal, and Duane E. Lupke

of the Lupke-Rice Associates

Attorney in Fact, for said Fidelity and Deposit Company
of Maryland

as surety, with both of


whom I am personally acquainted, and acknowledged that
they subscribed their signatures to the above and fore-
going bond.

SUBSCRIBED TO, before me, a Notary Public, this 8th
day of September, 1977.

Paula M. Schneider
Notary Public

My Commission Expires:

2-12-81



FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and PAUL E. ZACHARSKI, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Paula W. Schneider, Marvin P. Martin, Lowell K. Zelt and Virginia T. Axson, all of Fort Wayne, Indiana, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., et al, dated November 6, 1975.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st day of June, A.D. 1976.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



Paul E. Zacharski
Assistant Secretary

C. M. Pecot, Jr.
By Vice-President

STATE OF MARYLAND } ss:
CITY OF BALTIMORE

On this 21st day of June, A.D. 1976, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Melinda T. Harris
Notary Public Commission Expires July 1, 1978

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 8th day of September, 1977.

W. H. Lupke, Jr.
Assistant Secretary

REAR
TITLE OF ORDINANCE AGREEMENT FOR CONSTRUCTION OF E. STATE-MAYSVILLE-LONG ROAD WATER MAIN EX-
EXTENSION - SEC. II, CONTRACT NO. 77-XP-2, T - G EXCAVATING, INC.
DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-77-09-26

SYNOPSIS OF ORDINANCE AGREEMENT FOR CONSTRUCTION OF EAST STATE-MAYSVILLE-LONG ROAD
WATER MAIN EXTENSION - SEC. II, CONTRACT NO. 77-XP-2, T-G EXCAVATING, INC., CONTRACTOR,
IN THE AMOUNT OF \$58,521.50

(SEE ATTACHED AGREEMENT FOR CONTRACT NO. 77-XP-2)

(PRIOR APPROVAL ACQUIRED SEPTEMBER 13, 1977)

EFFECT OF PASSAGE WATER MAIN EXTENSION FOR EAST STATE-MAYSVILLE-LONG ROAD AREA

EFFECT OF NON-PASSAGE INABILITY TO CONSTRUCT ABOVE-DESCRIBED WATER MAIN

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$58,521.50 FROM WATER UTILITY

ASSIGNED TO COMMITTEE _____